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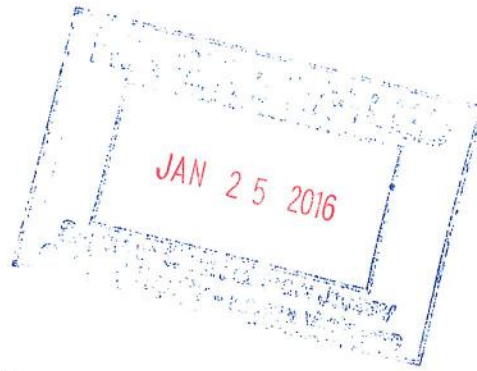
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Attorneys for Plaintiff,

Horizon Healthcare Services, Inc.

d/b/a Horizon Blue Cross Blue Shield of New Jersey



HORIZON HEALTHCARE SERVICES, INC. :
d/b/a HORIZON BLUE CROSS BLUE :
SHIELD OF NEW JERSEY, :

Plaintiff

v.

VALLEY HEALTH SYSTEM d/b/a THE :
VALLEY HOSPITAL, INC. and HOLY NAME :
MEDICAL CENTER, INC., ABC COMPANY, :
DEF COMPANY, GHI PARTNERSHIP, JKL :
ORGANIZATION, JOHN DOE, and JANE :
DOE, :

Defendants

SUPERIOR COURT OF NEW JERSEY :
CHANCERY DIVISION – ESSEX :
COUNTY :

DOCKET NO.: C-21-16

CIVIL ACTION

VERIFIED COMPLAINT

Plaintiff, Horizon Healthcare Services, Inc. d/b/a Horizon Blue Cross Blue Shield of New Jersey (“Horizon”), brings this action for injunctive relief, damages, and other relief against The Valley Hospital, Inc. and Holy Name Medical Center, Inc. Horizon respectfully alleges as follows:

INTRODUCTION

1. Horizon commences this action to seek a Court order enjoining Valley Hospital and Holy Name Hospitals’ repeated false, deliberate, malicious and misleading representations regarding Horizon and its OMNIA Health Plan (“OMNIA”). In a relentless series of advertisements that at best can be called a smear campaign, Valley Hospital and Holy Name

Hospital transcended all forms of media including internet advertisements and statements, print advertisements and billboards to seek redress for not being selected as a Tier 1 hospital in the OMNIA plan. Valley Hospital and Holy Name Hospital went so far as to advertise that Horizon does not like babies, spewing repugnant and false advertisements against Horizon in an attempt to convince the public not to enroll in OMNIA, a health plan that takes a quantum leap forward in an attempt to fix New Jersey's broken healthcare system. Valley Hospital and Holy Name Hospital have continued their smear campaign even though the primary enrollment period for OMNIA has ended. Their continued use of these false and misleading advertisements is clearly motivated solely by a desire to damage Horizon financially as well as its business reputation.

PARTIES

2. Plaintiff, Horizon, New Jersey's oldest and largest health insurer, is a tax-paying, not-for-profit health service corporation, providing a wide array of medical, dental, vision and prescription insurance products and services for its 3.8 million members. Horizon is authorized and established under the New Jersey Health Services Corporations Act, *N.J.S.A. 17:48E-1, et seq.*, with its principal place of business at Three Penn Plaza East, Newark, New Jersey 07105.

3. Defendant, Valley Health Systems, d/b/a The Valley Hospital, Inc., is a non-profit corporation that operates a general acute care hospital, licensed by the State of New Jersey. The Valley Hospital, Inc. operates a hospital at 223 North Van Dien Avenue, Ridgewood, New Jersey ("The Valley Hospital").

4. Defendant, Holy Name Medical Center, Inc., is a non-profit general acute care hospital, licensed by the State of New Jersey ("Holy Name Medical Center"). Holy Name Medical Center is located at 718 Teaneck Road, Teaneck, New Jersey. (The Valley Hospital and Holy Name Medical Center shall be jointly referred to as the "Defendant Hospitals").

5. Defendants, ABC Company, DEF Company, GHI Partnership, JKL Organization John Doe, and Jane Doe represent partnerships, companies, and individuals who repeatedly deliberately, unlawfully, falsely and misleadingly made representations or caused the above false and misleading representations to be made regarding Horizon and its OMNIA Health Plan in a series of advertisements, online, in print, and on billboards, and to seek redress for Defendants' actions which have caused damage to Horizon.

FACTS

I. OMNIA

6. The OMNIA Health Care Alliance was created by Horizon and announced on September 10, 2015 to bring to the market an innovative new model that encourages doctors, other health care professionals, and hospitals to work together in a value based patient-focused way that coordinates care, shares patient data and ultimately supports the aim of reducing costs, improving care and giving members a better patient experience.

7. OMNIA was created to change the model in which healthcare is delivered to all of its members. Horizon is making the commitment to transform healthcare in New Jersey because the current system is simply not sustainable for the residents of New Jersey. In particular:

- Total health care cost per capita in New Jersey is 11% higher than the United States average.
- New Jersey ranks as the fourth most expensive state for health insurance premiums.
- From 2000-2010, healthcare costs in New Jersey outpaced the consumer price index (CPI) by over two times.
- New Jersey residents over 60 years old represent the fastest growing population cohort, exponentially increasing the average medical spending per capita.

8. Healthcare costs in New Jersey are too high and the fee for service model has created unsustainable health care costs to the residents of New Jersey. Horizon began to collaborate with hospitals and doctors to change how healthcare is paid for and how providers deliver healthcare. Patient centered healthcare is not a new development and is part of the Affordable Care Act. Horizon has over 6,500 doctors serving more than 750,000 Horizon members in patient centered healthcare programs. This success drove Horizon to create the OMNIA Health Alliance. At its core, the OMNIA Health Alliance is an agreement between our partners that changes the way healthcare is delivered and paid for. Instead of paying for the amount of services provided, our goal is to pay for keeping our members healthy.

9. All of the hospitals in Horizon's network participate in the OMNIA health plan. Horizon has designated 22 non-profit acute care hospitals as Alliance members and Tier 1 hospitals. An additional 14 acute care hospitals have been designated as non-Alliance Tier 1 hospitals. The remaining hospitals in Horizon's network including Defendant Hospitals were designated as Tier 2 hospital providers.

10. OMNIA is designed to provide reduced premiums and other financial benefits to members to use Tier 1 hospitals. Coverage of services at Tier 2 hospitals continues at existing levels; there is no loss in coverage or increase in costs over traditional health plans to those members.

11. Horizon considered certain criteria when selecting hospitals for Alliance partners including - clinical quality, services offered, consumer preference data from publicly available sources, value-based care capabilities, size, and commitment to value based healthcare.

12. Defendant Hospitals were not chosen as Tier 1 hospitals although they remain in the Horizon network as Tier 2 hospitals. Fearing that their traditional and financially lucrative

“fee for service” healthcare model was changing and as a result of their disappointment in not being named a Tier 1 provider they engaged in a protracted media campaign designed to destroy or minimize enrollment in OMNIA. In doing so, they have acted maliciously and wrongfully by publishing numerous false and misleading advertisements across different mediums, many of which remain available to the public today even though there is no conceivable legitimate business purpose to these ads. Their media campaign was aimed at besieging the public with negative and false information concerning Horizon and OMNIA.

13. Horizon asks this Court (a) for an order enjoining all advertising and marketing efforts that make false statements or claims about Horizon or OMNIA; and (b) for an award of damages, to the extent that Horizon's injuries can be quantified.

II. THE FALSE ADVERTISEMENTS

14. The Defendant Hospitals have published the false advertisements in virtually every media available, including print, online, direct mail and even on billboards. Annexed hereto as Exhibit A is a chart summarizing the false advertisements discussed below.

A. THE FALSE BILLBOARDS AND HOLY NAME WEBSITE

15. The Defendant Hospitals have posted multiple billboards which include the following false statement:

It's your baby. You want the best.

HORIZON OMNIA
COULDN'T CARE LESS.

SayNoToOMNIA.com

[Layout as original]. A picture of one of these billboards is annexed hereto as Exhibit B.

16. Shockingly, this identical claim and language also appears on a banner ad at on the home page of the Holy Name Medical Center's website located at www.holyname.org. A screenshot of that website is annexed hereto as Exhibit C.

17. In truth, Horizon has enacted numerous programs to assist its members with pre and postnatal care, directed specifically for families and babies including, without limitation, Horizon's Precious Additions, a Neonatal Intensive Care Unit (NICU) program, specialized pediatric programs, High-Risk Obstetrical case management team; Pediatric Case Management team; outreach programs and faxes to remind members to schedule post-partum visits, among many others too numerous to list here.

18. To state that Horizon does not care about babies, or any of its members is false, offensive, malicious, and outrageous.

B. THE FALSE WEBSITE

19. The posted url, "SayNotoOMNIA.com", links to a website located at "saynotohorizon.com," which was also posted and maintained by the Defendant Hospitals and which contains multiple false statements (the "Site").

20. The very first text on the home page of the Site is virtually identical to the false billboard, stating:

You want the best for your family

UNFORTUNATELY, HORIZON OMNIA DOESN'T

[Layout as original].

21. Once again, this is a false and malicious advertisement belied by the numerous family programs Horizon has in place, and is simply wrong. Horizon has numerous programs focused on the health of their members. There are too many programs to list here but they

include programs such as: reminder calls for cervical cancer screening, breast cancer screening, colorectal cancer screening, diabetic screening, childhood immunizations, and flu vaccine; annual review and distribution of age, gender and risk-status specific preventive health guidelines; transplant case management team; and many other programs to help its members free of charge.

22. The Site further provides:

Horizon Blue Cross wants to limit your access to care by excluding two of the best hospitals in the state — The Valley Hospital and Holy Name Medical Center—from "Tier 1" within its new network, OMNIA. Both are Magnet® hospitals, and Medicare (CMS) just awarded both for exceeding its national value standards - standards derived from high quality and low cost.

[Emphasis Added]

23. This is false. In truth, access to care at the hospitals is unchanged for Horizon members and not limited in any way. Any Horizon member who did not enroll in OMNIA has access to the identical hospitals with essentially the same benefits and costs as they had before OMNIA was rolled out. For those people, nothing at all has changed; certainly access has not been limited in any way. Those Horizon members who enrolled in OMNIA still may access the Defendant Hospitals and all Tier 2 hospitals with essentially the same deductibles and co-pays that they paid before OMNIA was introduced.

24. Clicking on “Know the Facts” links to a screen which includes the following claims, both of which are false:

- a. Horizon's OMNIA: Will penalize you to stay with your preferred hospitals; and
- b. Horizon's OMNIA: Only 42% are Magnet® and only 37% were graded "A" by Leapfrog. Only 29% provided value per CMS

Screenshots showing the Site are annexed hereto as Exhibit D.

25. With respect to the first statement, as already noted, there is no penalty for staying with a patient's preferred hospital. All of Horizon's hospitals are participants in the OMNIA network including Defendant Hospitals. Horizon members can utilize any hospital in its network including Defendant Hospitals. The co-payments and deductibles for using a Tier 2 hospital are substantially similar to the co-payments and deductibles a member paid under the prior Advance Plan and what a member would pay under a different Horizon broad based medical plan.

26. With respect to the second claim, the numbers are false and misleading. In fact, there are 23 Magnet hospitals in the state of New Jersey. Seventeen of the OMNIA Tier 1 hospitals are Magnet hospitals. Therefore, out of all of the New Jersey hospitals that were awarded Magnet status, 74% of them are OMNIA Tier 1 hospitals. In the entire Tier 1 OMNIA network 47% are Magnet hospitals and not the 42% as stated by Defendant Hospitals on their websites.

27. With respect to the 37% claim, in the fall 2015 safety scores released by Leapfrog, 32 New Jersey hospitals received an "A" out of which 16 of them are OMNIA Tier 1 Hospitals. Therefore, 50% of all of the Leapfrog "A" rated hospitals participate in OMNIA as a Tier 1 provider. Moreover, as there are a total of 36 acute care hospitals designated as Tier 1 providers in OMNIA, over 44% of them received an "A" from Leapfrog not the 37% as stated by Defendant Hospitals.

C. THE MISLEADING LETTER

28. The Valley Hospital disseminated a false and misleading letter by mail to a material number of Horizon members, a copy of which is annexed hereto as Exhibit E (the "Letter").

29. The Letter is misleading and has caused actual confusion as it implies that The Valley Hospital is out of network, and therefore more expensive, when in fact it is actually in network but designated as Tier 2. It states, “We want to make sure that you are aware of the significant limitations that choosing this product will have on your healthcare.”

30. The consumer is left believing that he or she must choose between (i) enrolling in the OMNIA plan and (ii) using The Valley Hospital at higher rates. The Letter expressly states, “Fortunately, there are many other insurance products available that do not impose higher costs for using The Valley Hospital.”

31. The Letter is false and misleading in that the consumer does not face an either/or choice. The Valley Hospital is a participating hospital within OMNIA and the consumer may utilize The Valley Hospital and pay substantially similar co-pays and deductibles as they have in the past and that they would have with Horizon’s broader access plans.

D. THE FALSE AND MISLEADING ADS AND HOLY NAME WEBSITE

32. Annexed hereto as Exhibit F is an advertisement run on multiple occasions by the Hospitals on NJ.Com, a website which reports news and events around New Jersey. It is false and misleading to consumers.

33. It states, in part:

Does Horizon OMNIA let you choose?

NO. Horizon Blue Cross wants you to accept a new health plan called OMNIA that would significantly reduce your choice of hospitals and doctors.

34. OMNIA does not reduce the consumers’ choice of hospitals or doctors in any way. In fact, it broadens those choices. If the consumer wants to stay with their existing plan, they are free to do so at much the same cost and benefit levels as they previously had. If,

however, they want to switch to OMNIA, they have additional, lower-cost options and ongoing access to in-network hospitals, such as the Defendant Hospitals, with substantially similar co-pays and deductibles. There are out-of-state hospitals that are participating hospitals in Horizon's OMNIA health plan as well.

35. Another false and misleading advertisement which was disseminated by The Valley Hospital and published in *The Record*, is annexed hereto as Exhibit G. It states, in bold caption:

Horizon BCBSNJ Has
Many Insurance Options
that Include Valley.

Say NO to OMNIA.

36. This implies that the consumer must choose between OMNIA and The Valley Hospital, which is false. Members are free to remain with their existing coverage plans, in which event there is almost no change to cost or benefits. Moreover, The Valley Hospital is a participant in the OMNIA health plan with substantially similar co-pays and deductibles.

37. Similarly, on the website of the Holy Name Medical Center there is a banner which states:

All insurance is NOT created equal

Keep your trusted hospitals & doctors

SayNoToHorizon.com

A screenshot of this banner advertisement is annexed hereto as Exhibit H.

38. This banner advertisement implies that if the consumer stays with Horizon/OMNIA, they will lose the ability to stay with Holy Name Medical Center. As discussed above, that is false. Members are free to remain with their existing coverage plans, in

which event there is almost no change to cost or benefits or choice of doctors or hospitals. Moreover, The Valley Hospital is a participant in the OMNIA health plan with substantially similar co-pays and deductibles.

II. DAMAGES

39. The actions of the Defendant Hospitals have caused Horizon to suffer irreparable injury for which Horizon has no adequate remedy at law in the form of damage to the reputation of both Horizon and OMNIA, and monetary damages in the form of lost prospective enrollees for Horizon and/or OMNIA.

COUNT ONE

False Advertising under The Lanham Act - 15 U.S.C. § 1125(a)

40. Plaintiff incorporates by reference paragraphs 1 through 39 above as though fully set forth herein.

41. The Defendant Hospitals have made and distributed in interstate commerce advertisements that contain false and misleading statements of fact regarding Horizon and/or OMNIA. Those advertisements contain actual misstatements and/or misleading statements or failures to disclose, including the statements (1) Horizon couldn't care less about your baby or family and (2) that OMNIA will penalize you for using your preferred hospitals.

42. These statements actually deceive, or have a tendency to deceive, a substantial segment of Horizon's customers and potential customers. This deception is material in that concerns an inherent quality or characteristic of Horizon and OMNIA and is likely to influence the purchasing decisions of insurance customers resulting in lost sales to Horizon.

43. These misstatements also damage Horizon's business reputation and goodwill, and Plaintiff is damaged every time the false messages are conveyed to a consumer.

44. The Defendant Hospitals' false and misleading advertising statements and omissions continue to injure both consumers and Plaintiff.

45. The Defendant Hospitals' false and misleading advertising statements and omissions violate Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

46. The Defendant Hospitals have caused, and will continue to cause, immediate and irreparable injury to Plaintiff, including injury to Plaintiff's business, reputation and goodwill, for which there is no adequate remedy at law. Plaintiff is therefore entitled to an injunction under 15 U.S.C. § 1116 restraining the Defendant Hospitals, as well as their respective agents, employees, representatives and all persons acting in concert with them from engaging in future acts of false advertising and ordering removal of all of the false advertisements.

47. Pursuant to 15 U.S.C. § 1117, Plaintiff is further entitled to recover from the Defendant Hospitals the damages sustained by Plaintiff as a result of the Defendant Hospitals' acts in violation of 15 U.S.C. § 1125(a). Plaintiff is at present unable to ascertain the full extent of the monetary damages it has sustained by reason of the Defendant Hospitals' wrongful acts.

48. Pursuant to 15 U.S.C. § 1117, Plaintiff is further entitled to recover from the Defendant Hospitals the gains, profits and advantages that the Defendant Hospitals have obtained as a result of their acts in violation of 15 U.S.C. § 1125(a). Plaintiff is at present unable to ascertain the full extent of the gains, profits and advantages the Defendant Hospitals have obtained by reason of their wrongful acts.

49. Pursuant to 15 U.S.C. § 1117, Plaintiff is further entitled to recover the costs of this action. Moreover, Plaintiff is informed and believes, and on that basis alleges, that the Defendant Hospitals' conduct was undertaken willfully and with the intention of causing

confusion, mistake or deception, making this an exceptional case entitling Plaintiff to recover additional damages and reasonable attorneys' fees.

50. Plaintiff has no adequate remedy at law.

COUNT TWO

Defamation Under State Law

51. Plaintiff incorporates by reference paragraphs 1 through 50 above as though fully set forth herein.

52. The Defendant Hospitals published and continue to publish to third persons false and defamatory matters about the Plaintiff. These publications were unprivileged, and they were made with actual malice.

53. These publications also constitute defamation per se in that they contained negative and false information about the Plaintiff's business.

54. As a direct and proximate result of the Defendant Hospitals' defamation and defamation per se Plaintiff suffered damages, including general (presumed) damages, actual damages (e.g., loss of enrollees for OMNIA) and damages to its business reputation.

55. Given the Defendant Hospitals' actual malice, the imposition of punitive damages is warranted.

COUNT THREE

Disparagement

56. Plaintiff incorporates by reference paragraphs 1 through 55 above as though fully set forth herein.

57. The Defendant Hospitals publicized disparaging general assertions regarding Horizon and OMNIA.

58. Defendant Hospitals publicized and published these assertions, knowingly or recklessly, with the intent to hinder Horizon's business endeavors, and to prevent others from dealing with Horizon and/or enrolling in OMNIA.

59. Defendant Hospitals' actions played a material role in inducing third parties into not dealing with Horizon and/or not enrolling in OMNIA, and deterring them from having professional relationships with Horizon or enrolling in OMNIA.

60. Defendant Hospitals' assertions were injurious and false, and proximately caused damages to Horizon because they caused a currently unknown number of prospective customers to not enroll in OMNIA and a material diminution in the total number of enrollees for OMNIA.

COUNT FOUR

Tortious Interference With Prospective Economic Advantage

61. Plaintiff incorporates by reference paragraphs 1 through 60 above as though fully set forth herein.

62. The publication by the Defendant Hospitals' of the false and malicious statements about Plaintiff and OMNIA interfered with the prospective economic advantage of Plaintiff by inducing prospective customers not to enroll in Horizon's OMNIA health plan, and current and prospective customers not to enroll in OMNIA.

63. Defendant Hospitals' actions were intentional and without justification.

64. As a direct and proximate result of the Defendant Hospitals' malicious actions, Plaintiff suffered damages in an amount that will be established at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against the Defendant Hospitals as follows:

1. For an order seeking temporary, preliminary and permanent injunctive relief requiring that Defendant Hospitals immediately remove, dismantle, cease from publishing and eliminate all billboards, websites, advertisements, correspondence and writings that reference OMNIA and/or Horizon negatively.
2. For an order seeking temporary, preliminary and permanent injunctive relief prohibiting the Defendant Hospitals, its agents, or anyone working for, in concert with or on behalf of the Defendant Hospitals from engaging in false or misleading advertising with respect to Plaintiff or its OMNIA program and/or violating Section 43(a) of the Lanham Act and/or New Jersey law, which relief includes but is not limited to removal of all false or misleading advertisements and corrective advertising to remedy the effects of the Defendant Hospitals' false advertising;
3. For an order requiring the Defendant Hospitals to correct any erroneous impression persons may have derived concerning the nature, characteristics or qualities of Plaintiff's or its OMNIA program, including without limitation the placement of corrective advertising and providing written notice to the public;
4. That the Defendant Hospitals be adjudged to have violated 15 U.S.C. § 1125(a) by unfairly competing against Plaintiff by using false, deceptive or misleading statements of fact that misrepresent the nature, quality and characteristics of Plaintiff and/or OMNIA;

5. That the Defendant Hospitals be adjudged to have violated New Jersey state law by engaging in deceptive trade practices and injuring Plaintiff by using deceptive representations in connection with its goods or services;
6. That Plaintiff be awarded damages Plaintiff has sustained in consequence of the Defendant Hospitals' conduct;
7. That Plaintiff recover its costs and attorney fees;
8. That all of the Defendant Hospitals' misleading and deceptive materials be removed and destroyed pursuant to 15 U.S.C. § 1118;
9. That Plaintiff be granted prejudgment and post-judgment interest; and
10. That Plaintiff has such other and further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all issues.

NOTICE OF TRIAL COUNSEL

Please take notice that Andrew I. Hamelsky, Esq., and Michael O. Kassak, Esq. are hereby designated as Trial Counsel in the above-captioned matter for the firm White and Williams LLP, pursuant to Rule 4:25, et.seq.

CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(C)

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

CERTIFICATION PURSUANT TO R. 4:5-1(b)(2)

Pursuant to R. 4:5-2, I hereby certify that this matter is related in part to the matter captioned, *IJKG, LLC v. Horizon Healthcare Services, Inc.*, et al. bearing docket No.: ESX-C-95-15 and *Capital Health Systems Inc. et al v. Horizon Healthcare Services Inc.*, bearing docket No.: BER-C-369-15. I have no knowledge of any other pending action or proceedings concerning the subject matter of this action.

WHITE AND WILLIAMS LLP

BY: 

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Dated: January 25, 2016

*Attorneys for Plaintiff,
Horizon Healthcare Services, Inc.
d/b/a Horizon Blue Cross Blue Shield of
New Jersey*

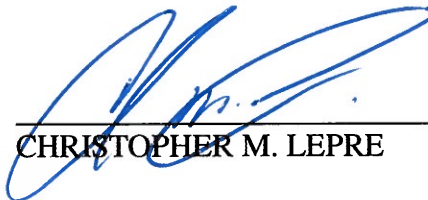
CERTIFICATION OF VERIFICATION

Christopher M. Lepre, hereby certifies:

1. I am a Senior Vice President of the plaintiff in the foregoing complaint. I have reviewed this complaint in its entirety. The facts contained therein are based upon my review of documents and other information. As to the facts based upon my personal knowledge, I find the facts alleged therein to be true. As to the facts based upon my review of documents and other information, I believe them to be true.

2. I make this certification in support of the Verified Complaint and Order to Show Cause.

I certify that all the foregoing statements made by me are true. I am aware that, if any of the foregoing statements made by me are willfully false, I am subject to punishment.



CHRISTOPHER M. LEPRE

Senior Vice President, Market Business Units
Horizon Blue Cross Blue Shield of New Jersey

Dated: January 21, 2016

EXHIBIT A

HORIZON BLUE CROSS BLUE SHIELD OF NEW JERSEY

THE VALLEY HOSPITAL INC. and HOLY NAME MEDICAL CENTER		
False and Misleading Claims	Location and Exhibit Tab	The Truth
It's your baby. You want the best. HORIZON OMNIA COULDN'T CARE LESS. SayNoToOMNIA.com	Billboards – Complaint Exhibit B and Holy Name Medical Center's Website - Complaint Exhibit C	Horizon does care about babies, and demonstrates that caring through the multiple programs it offers which are focused on babies, children and families (See Complaint ¶ 17).
You want the best for your family UNFORTUNATELY, HORIZON OMNIA DOESN'T Horizon Blue Cross wants to limit your access to care by excluding two of the best hospitals in the state	Website – “SayNoToOMNIA.com”; “saynotohorizon.com” – Complaint Exhibit D	Horizon does care about families, and demonstrates that caring through the multiple programs it offers which are focused on babies, children and families (See Complaint ¶ 21).
Horizon's OMNIA: Will penalize you to stay with your preferred hospitals; and	Website – “Know the Facts” – Complaint Exhibit D	There is no penalty whatsoever for utilizing any of the hospitals in the Horizon network. There are advantages for using a Tier 1 hospital in the OMNIA plan, but that is completely different from being penalized for not making a change (See Complaint ¶ 25).

THE VALLEY HOSPITAL INC. and HOLY NAME MEDICAL CENTER		
False and Misleading Claims	Location and Exhibit Tab	The Truth
Horizon's OMNIA: Only 42% are Magnet® and only 37% were graded A" by Leapfrog. Only 29% provided value per CMS	Website – "Know the Facts" – Complaint Exhibit D	The numbers are simply wrong. In addition, the methodology used to make the statements is misleading. (See Complaint, ¶¶ 26-27).
The Valley Hospital is out of network and therefore more expensive. We want to make sure that you are aware of the significant limitations that choosing this product will have on your healthcare.	Letter – Complaint Exhibit E	The Valley Hospital is in network, not out of network, though it is designated as Tier 2 in the OMNIA plan. It is no more expensive than they were prior to the OMNIA plan. OMNIA does not place any limitations on healthcare. Horizon members that utilize Tier 2 providers such as Valley Hospital and Holy Name Hospital will have co-pays and deductibles that are similar to those associated with Horizon broad based health plans and the prior Advance Plan. (See Complaint ¶¶ 29-31).
Does Horizon OMNIA let your choose? No. Horizon Blue Cross wants you to accept a new health plan called OMNIA that would significantly reduce your choice of hospitals and doctors.	Advertisement on NJ.Com – Complaint Exhibit F	To the contrary, OMNIA in no way reduces consumer's choice of hospitals or doctors in any way. All of the hospitals that are within the Horizon Health Network are also in the OMNIA health plan. (See Complaint ¶ 34).

THE VALLEY HOSPITAL INC. and HOLY NAME MEDICAL CENTER		
False and Misleading Claims	Location and Exhibit Tab	The Truth
Horizon BCBSNJ Has Many Insurance Options that Include Valley. Say NO to OMNIA.	Advertisement on <i>The Record</i> – Complaint Exhibit G	This implies that the consumer must choose between OMNIA and The Valley Hospital, which is false. Valley Hospital and in fact <i>all</i> of the hospitals that are within the Horizon Health Network participate in the OMNIA health plan. Members who enroll in OMNIA are free to utilize Valley Hospital at similar deductibles and co-pays being offered in Horizon's broad based plan and the prior Advance Plan. (See Complaint ¶ 36).
All insurance is NOT created equal Keep your trusted hospitals & doctors SayNoToHorizon.com	Holy Name Medical Center's Website – Complaint Exhibit H	This banner ad implies that the consumer must choose between OMNIA and The Valley Hospital, which is false. Valley Hospital and in fact <i>all</i> of the hospitals that are within the Horizon Health Network participate in the OMNIA health plan. Members who enroll in OMNIA are free to utilize Valley Hospital at similar deductibles and co-pays being offered in Horizon's broad based plan and the prior Advance Plan. (See Complaint ¶ 38).